

STANDSTILL AGREEMENT

This agreement (for reference dated January 26, 2004) is entered into by, between and among LEHMAN ALI INC., a Delaware corporation ("Lehman"), HARVEST SV/PEN, LTD, a Texas limited partnership ("Harvest"), HARVEST SV/PEN GP, LLC, a Texas limited liability company ("Harvest LLC") (both Harvest and Harvest LLC sometimes being called, collectively, the "Harvest Entities"), GREENWOOD PARTNERS, a Texas general partnership ("Greenwood"), SUNNYVALE LLC, a California limited liability company ("Sunnyvale" or "Debtor"), FORUM DEVELOPMENT GROUP, LLC, a Georgia limited liability company ("Forum") and JAMES H. BARON, the Court appointed Receiver (the "Receiver") for certain real property owned by Sunnyvale, the CITY OF SUNNYVALE, CALIFORNIA (the "City"), and THE REDEVELOPMENT AGENCY FOR THE CITY OF SUNNYVALE, CALIFORNIA (the "Agency"), who shall collectively be called the "Parties," and is effective as to each Party as of the date signed by such Party as set forth below.

RECITALS

WHEREAS, Lehman and Harvest have entered into that certain "Term Sheet for Purchase of Certain Assets" (the "Term Sheet"), whereby Lehman and Harvest have set forth the non-binding parameters of a transaction under which Harvest will sell to Lehman (or its designee) all of Harvest's rights, title, and interests in and to that certain tract of real property located in Sunnyvale, California having a street address of 2510 Town Center Drive, to be described with more particularity in the definitive documents to be prepared and executed to evidence said purchase and sale, together with all improvements thereon and all of Harvest's rights, title and interests in and to certain operating agreements pertaining to the Property (collectively the "Property"), which purchase and sale shall be subject to the terms and conditions set forth in binding definitive documents to be drafted to evidence such transaction; and

WHEREAS, Lehman and Harvest have acknowledged, in pertinent part, that one of the conditions for going forward with such purchase and sale transaction and the preparation of such definitive documents is the entering into of a standstill agreement between and among the Parties hereto (the date of which was originally stated to be on or before January 20, 2004, but which date Lehman and Harvest have agreed to extend to the latest date affixed below the signatures of the Parties set forth below, and as evidenced by their signatures set forth below), the effectiveness of which shall be subject only to whatever approvals thereof required, if any, respectively, from: the bankruptcy court in which the Chapter 11 bankruptcy case of Debtor Sunnyvale is pending (the "Bankruptcy Court"); the District Court in which litigation is pending between, inter alia, Sunnyvale, the Harvest Entities and Greenwood (the "District Court Action" as defined below); the Superior Court of Santa Clara County, California in which the case is pending whereby the Receiver was initially appointed as Receiver for the real property of Sunnyvale LLC commonly known as the Sunnyvale Town Center Mall (the "Sunnyvale Mall"), located on a tract of land in downtown Sunnyvale, California, in Santa Clara County (the "State Court"), which appointment was later confirmed and continued by the Bankruptcy Court; the Agency, the City, and/or such other governing body whose approval shall be required to make such agreement binding and enforceable by and against the City and the Agency (any "Other Governing Body"), wherein all parties agree to standstill and refrain from pursuing or instituting, any litigation, administrative action or other proceeding relating to the Sunnyvale Mall or the Property or its proposed redevelopment as can maximally be achieved without permanently prejudicing the rights of any

party to such litigation, administrative action or other proceeding through February 11, 2004, or the closing of the contemplated sale of Property, whichever occurs earlier (the "Standstill Agreement"); and

WHEREAS, Lehman and Harvest have also acknowledged , in pertinent part, that one of the conditions for going forward with such purchase and sale transaction and the preparation of such definitive documents is the entering into of mutual releases between and among the Parties (the date of which was originally stated to be on or before January 20, 2004, but which date Lehman and Harvest have agreed to extend to the latest date affixed below the signatures of the Parties set forth below, and as evidenced by their signatures set forth below), the effectiveness of which shall be subject only to whatever approvals thereof required, respectively, from the Bankruptcy Court, the District Court, the State Court, the City, the Agency, and/or Other Governing Body, and to the closing of the sale of the Property, wherein each of such parties fully and generally release the Harvest Entities and Greenwood Partners ("Greenwood") and the Harvest Entities and Greenwood fully and generally releases each such party from any past, present or future claims of whatsoever kind and character arising out of or relating to the Sunnyvale Mall and the Property (the "Mutual Release Agreements") and which specifically provides for the dismissal of all pending administrative actions, litigation or other proceeding against the Harvest Entities and Greenwood with prejudice and the release of the net escrow funds to Sunnyvale LLC and Greenwood, split evenly, subject to the claims of the escrow agent, with the scope of such releases to be more particularly defined in the Mutual Release Agreements; and

WHEREAS, Lehman and Harvest have further acknowledged and agreed that the contemplated definitive sale and purchase agreement and other documents would be prepared by, and the contemplated purchase and sale of the Property would occur on or before February 11, 2004 (the "Conditional Effective Date"), conditioned only upon the happening of each of the events described with more particularity in the Mutual Release Agreement (the "Events for Effectiveness"); and

WHEREAS, each of the Parties hereto believes that it is in their respective interests, and in the interests of their respective constituents, to enter into this Standstill Agreement in order to allow for the preparation of such definitive documents in connection with such purchase and sale transaction, and to facilitate the consummation of such purchase and sale transaction; and

WHEREAS, each of the Parties hereto acknowledges that full, valid, and binding consideration exists for the execution of this Standstill Agreement and that such consideration consists of the mutual promises contained herein, and the performance by each of the Parties of their respective mutual and independent covenants and representations as set forth herein;

NOW, THEREFORE, intending to be legally bound, and for, and in consideration of, the terms, conditions and mutual obligations set forth herein, including the performance by each of the Parties of their respective mutual and independent covenants and representations as set forth herein, and understanding the meaning and legal effect of entering into this Standstill Agreement, the Parties hereto stipulate, agree, warrant, and represent as follows:

1. Each Party hereto does hereby covenant and agree with each of the other Parties hereto that each such Party will standstill and refrain from pursuing or instituting, through February 11, 2004, any litigation, administrative action or other proceeding, as described more particularly below, relating

to the Sunnyvale Mall or the Property or its proposed redevelopment as can maximally be achieved without permanently prejudicing the rights of any party to such litigation, administrative action or other proceeding. Without limiting the generality of the foregoing, the respective involved and affected Parties agree that they will take, or will use their best reasonable efforts to cause to be taken, the following actions with respect to the following litigation, administrative action or other proceeding:

- a. As to that certain civil action pending in the United States District Court for the Central District of California, Western Division, styled Sunnyvale, LLC v. Greenwood Partners, et. al, Civil Action File No. 03-CV-5632-SVW (the “District Court Action”), in which Sunnyvale, Greenwood and the Harvest Entities are parties, and Lehman is an intervenor, Sunnyvale, Greenwood, the Harvest Entities and Lehman agree that they, and each of them, will not institute or pursue any discovery and will not file any motions or otherwise seek to invoke the jurisdiction of the court and/or provoke any action from the court; provided, however, that said parties may, if they deem it appropriate or necessary to do so, apprise the court of the potential resolution of the litigation that would result from the consummation of the purchase and sale transaction contemplated in the Term Sheet, and seek an order from the district court staying the District Court Action while Lehman and Harvest pursue the preparation of such definitive documents in connection with such purchase and sale transaction, and to facilitate the consummation of such purchase and sale transaction;
- b. As to that portion of the District Court Action which is presently on appeal to the Ninth Circuit Court of Appeals, in which Sunnyvale, Greenwood and the Harvest Entities are parties, and Lehman is an intervenor, Sunnyvale, Greenwood, the Harvest Entities and Lehman agree that they, and each of them, other than as required by pending order from that Court, will not file any motions or take any other actions to invoke the jurisdiction of the appellate court and/or provoke any action from the appellate court; provided, however, that said parties may, if they deem it appropriate or necessary to do so, apprise the appellate court of the potential resolution of the litigation that would result from the consummation of the purchase and sale transaction contemplated in the Term Sheet, and seek an order from the appellate court extending the briefing schedule and/or staying appellate action as to that portion of the District Court Action on appeal while Lehman and Harvest pursue the preparation of such definitive documents in connection with such purchase and sale transaction, and to facilitate the consummation of such purchase and sale transaction;
- c. As to the Bankruptcy Case, in which Sunnyvale is a Debtor in possession, and as to which the Receiver is responsible for the day-to-day operations of Debtor’s real property known as the Sunnyvale Mall, and in which Greenwood and the Harvest Entities have previously filed objections to Debtor’s Plan of Reorganization and Disclosure Statement filed in connection therewith, and respect to which the Receiver has previously asserted claims against Harvest for the payment of so-called “Common Area Maintenance” or “CAM” charges assertedly due and owing by Harvest as the successor-in-interest owner of the Property which is the subject matter of the Term Sheet, Sunnyvale, Greenwood, the

Harvest Entities, Lehman, Forum and the Receiver agree that they, and each of them, will not institute or pursue any discovery and will not file any motions, contested matters, adversary proceedings, or otherwise seek to invoke the jurisdiction of the Bankruptcy Court or any other court and/or provoke any action from the Bankruptcy Court or any other court with respect to any matters which affect or might reasonably construed to directly affect the property rights or interests of each other, such as, by way of example, pursuing matters which might affect the Property, the COREA, Debtor's Sunnyvale Mall Property, or CAMs (it being understood that as to CAMs, Harvest is current with its payments as of December 2003); provided, however, that nothing contained herein shall prohibit or prevent Sunnyvale or the Receiver from filing or pursuing matters pertaining to estate administration in general or claims against others ; provided, further, that nothing contained herein shall prohibit or prevent Sunnyvale, Greenwood or the Harvest Entities from pursuing the approval of this Standstill Agreement, the Mutual Release Agreements, or the consummation of the purchase and sale of the Property from Harvest to Lehman; and, provided, further, that said parties may, if they deem it appropriate or necessary to do so, apprise the Bankruptcy Court of the potential resolution of the litigation that would result from the consummation of the purchase and sale transaction contemplated in the Term Sheet, and seek an order from the Bankruptcy Court or such other court staying actions or activities before such court that which affect or might reasonably construed to directly affect the property rights or interests of each other while Lehman and Harvest pursue the preparation of such definitive documents in connection with such purchase and sale transaction, and to facilitate the consummation of such purchase and sale transaction;

- d. As to administrative actions or proceedings pending or reasonably contemplated to be pending before the City or the Agency during the period of time that Lehman and Harvest are pursuing the preparation of such definitive documents in connection with such purchase and sale transaction, Sunnyvale, Lehman, the Harvest Entities, Forum, the Receiver, the City, and the Agency agree that that they, and each of them, will not take, or request to be taken, any matters to the City Council and/or the Agency Board for final action, with respect to any matters which affect or might reasonably be construed to directly affect the property rights or interests of each other, such as, by way of example, pursuing matters which might affect the Property, the COREA, Debtor's Sunnyvale Mall Property, including the approval of any redevelopment plan for the Debtor's Mall Property or parcels, including the Property, located within the perimeter of the Debtor's Sunnyvale Mall Property, or the approval of a master developer to effectuate any redevelopment of Debtor's Sunnyvale Mall Property; provided, however, that nothing contained herein shall prohibit or prevent the City or the Agency from reinstituting the power of eminent domain as to the Redevelopment Agency, approving generally applicable rules governing the solicitation by the Redevelopment Agency for approval by the Agency and/or the City of redevelopment plans for property by the owners thereof, and/or soliciting and receiving proposals by or on behalf of Debtor or other owners of property situated within the perimeter of Debtor's Sunnyvale Mall Property for the redevelopment of such property and/or for the appointment of a master developer to effectuate such proposed redevelopment (it being understood that in the event the Property is not sold to Lehman,

Harvest, as owner of the Property, will have until February 20, 2004 to submit any such proposal for redevelopment and/or for the master developer thereof, and that the Agency will not consider any such proposals until after such date).

2. The parties expressly acknowledge and agree that this Standstill Agreement is not intended to substantively or adversely affect the rights of any of the Parties hereto as they exist on and before the execution of this Standstill Agreement. Rather, this Standstill Agreement is intended to maintain the status quo of the Parties, and to maintain whatever rights the Parties may have as to the matters addressed herein as of and before the execution of this Standstill Agreement, so as to allow Lehman and Harvest to pursue the preparation of definitive documents in connection with the purchase and sale transaction contemplated herein, and to facilitate the consummation of such purchase and sale transaction.
3. The Parties further acknowledge and agree that notwithstanding any language herein which might otherwise be construed to the contrary, if it comes to their attention that this Standstill Agreement, as implemented, does not, as to any particular matter, provide maintenance of the status quo of the parties and/or their rights as to the matters addressed herein as of and before the execution hereof, they will use their best efforts to correct that situation by taking such action or refraining to take such action as will reasonably provide for such maintenance of the status quo or protection of rights.
4. Each Party further acknowledges, agrees, and represents to each of the other Parties that such Party has that power and authority to enter into this Standstill Agreement and to take actions, or refrain or forebear from taking actions, as described herein so as to implement the provisions and intent of this Standstill Agreement, or, as described below, will immediately seek to obtain such authority from the applicable Court or administrative body that has the power to grant same, and that in the interim, each such Party will use its best efforts to abide by the specific terms and stated intent of this Standstill Agreement so that the rights of each of the other Parties who are any parties to any litigation, administrative action or other proceeding, the subject matter of which is encompassed within the scope of this Standstill Agreement are not permanently prejudiced. For each Party, its present authority to execute this Standstill Agreement and bind itself to the provisions hereof, and/or the status of its efforts to obtain authority to bind itself to the provisions hereof, are set forth below:
 - a. Harvest – has authority to execute and bind itself;
 - b. Harvest LLC – has authority to execute and bind itself;
 - c. Greenwood – has authority to execute and bind itself;
 - d. Lehman – has authority to execute and bind itself;
 - e. Forum – has authority to execute and bind itself;
 - f. Sunnyvale – has authority to execute and bind itself, subject to such approval as may be required by the Bankruptcy Court after notice and a hearing, which approval will be sought by means of a hearing currently set to be held on February 4, 2004, which is before the

Conditional Effective Date, and which approval will be in the form of an order entered before the Conditional Effective Date, in a form acceptable to Harvest and Greenwood, granting and approving the motion of Debtor Sunnyvale for authority for Sunnyvale and , as may be required or granted, the Receiver to execute this Standstill Agreement and the Mutual Release Agreement and to implement and carry out the terms thereof and the settlement of claims by and against the Harvest Entities and Greenwood contemplated thereby;

- g. The Receiver – has authority to execute and bind himself, subject to such approval as may be required by the Bankruptcy Court after notice and a hearing, which approval will be sought by means of a hearing currently set to be held on February 4, 2004, which is before the Conditional Effective Date, and which approval will be in the form of an order entered before the Conditional Effective Date, in a form acceptable to Harvest and Greenwood, granting and approving the motion of Debtor Sunnyvale for authority for Sunnyvale and , as may be required or granted, the Receiver to execute this Standstill Agreement and the Mutual Release Agreement and to implement and carry out the terms thereof and the settlement of claims by and against the Harvest Entities and Greenwood contemplated thereby;
 - h. The City –has authority to execute and bind itself, subject to voting to confirm and ratify such authority, which confirmation and ratification the City will seek in conjunction with the confirmation and ratification sought in connection with the approval of the Mutual Release Agreements and the settlement of claims by and against Harvest and Greenwood;
 - i. The Agency – has authority to execute and bind itself, subject to voting to confirm and ratify such authority, which confirmation and ratification the Agency will seek in conjunction with the confirmation and ratification sought in connection with the approval of the Mutual Release Agreements and the settlement of claims by and against Harvest and Greenwood.
5. This Standstill Agreement may be executed in multiple counterparts, each of which shall be deemed original for all purposes. This Standstill Agreement shall be effective as to each Party who executes same as of and on the date signed as set forth below, and delivered to the other Parties hereto. Facsimile copies of signatures shall be effective upon transmission, and the receipt of a facsimile copy containing a signature shall be effective and treated as an executed original.

IN WITNESS WHEREOF, the undersigned have executed this Standstill Agreement on the respective dates set forth below and effective as to each as of the respective dates written below.

Agreed and Accepted:

[Signatures Continued on Next Page]

**HARVEST SV/PEN, LTD.,
a Texas limited partnership**

By: HARVEST SV/PEN GP, LLC,
a Texas limited liability company
general partner

By: _____
Name: Eliot B. Barnett
Title: Manager
Date: January ____, 2004

GREENWOOD PARTNERS

By: EBB INVESTMENTS, LLC
Its co-manager

By: _____
Name: Eliot B. Barnett
Title: Managing Member
Date: January ____, 2004

LEHMAN ALI INC.

By: _____
Name: David S. Broderick
Title: Authorized Signatory
Date: January ____, 2004

**JAMES H. BARON,
Receiver of Sunnyvale, LLC**

Name: James H. Baron
Title: Receiver of Sunnyvale, LLC
Date: January ____, 2004

CITY OF SUNNYVALE, CALIFORNIA

By: _____
Name: John Howe
Title: Mayor
Date: January ____, 2004

**HARVEST SV/PEN GP, LLC,
a Texas limited liability company**

By: _____
Name: Eliot B. Barnett
Title: Manager Partner
Date: January ____, 2004

SUNNYVALE, LLC

By: AMP-SUNNYVALE, LLC,
Its Managing Member

By: _____
Name: Jerald G. Schutte
Title: Manager of AMP-Sunnyvale, LLC
Date: January ____, 2004

**FORUM DEVELOPMENT GROUP, LLC,
a Georgia limited liability company**

By: _____
Name: _____
Title: _____
Date: January ____, 2004

**THE REDEVELOPMENT AGENCY FOR THE CITY OF
SUNNYVALE, CALIFORNIA**

By: _____
Name: John Howe
Title: Chairperson
Date: January ____, 2004